

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION
DOCKET NO. 3:15-cv-00216-FDW-DSC

PGI POLYMER, INC.,

Plaintiff,

v.

GREENBRIER INTERNATIONAL, INC., and
DOLLAR TREE STORES, INC.,

Defendants.

CONSENT ORDER AS TO STIPULATED INJUNCTION

WHEREAS Plaintiff PGI Polymer, Inc. (hereafter “PGI Polymer”) has filed this action against Defendants Greenbrier International, Inc. (“Greenbrier”) and Dollar Tree Stores, Inc. (“Dollar Tree”) (together “Defendants”), for trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. §§ 1114 and 1125, for violation of the North Carolina Unfair & Deceptive Trade Practices Act, N.C.G.S. § 75-1.1, and for unfair competition and trademark infringement under applicable state law, and

WHEREAS, Plaintiff filed a Complaint and Motion for Preliminary Injunction dated May 8, 2015 (“Motion”) with supporting documents submitted therewith, and Defendants having received service of said documents,

WHEREAS, Defendants have filed an Answer and Counterclaims specifically denying the claims and liability and seeking to cancel the asserted trademark and opposed the Motion;

WHEREAS, Plaintiff has filed a Motion to Dismiss the Defendants' Counterclaims and has specifically denied those Counterclaims in its Answer;

WHEREAS Defendants have consented to take certain actions as set forth herein; Accordingly, Plaintiff and Defendants (hereafter "the Parties") stipulate to the relief as set forth herein:

1. Defendants have agreed to voluntarily suspend sales of the product Plaintiff claims is an infringement of its trademark rights and agreed to maintain that suspension during this proceeding.

2. Defendants, their respective officers, agents, servants, employees and attorneys, are ENJOINED from:

- a. directly or indirectly, manufacturing, producing, distributing, circulating, selling, offering to sell, promoting, or advertising any product that uses or is confusingly similar to Plaintiff's registered trademark, U.S. Reg. No. 1,175,550, for non-woven fabrics consisting of a design made up of wavy lines continuously extending across the entire surface of the goods, the lines being of a color which is readily discernible against the background upon which the trademark appears (hereafter the "Wavy Lines Mark"), except for any products manufactured by Plaintiff or its authorized agents or licensees;
- b. representing itself, in any way, as authorized, by license, sponsorship, or otherwise, to use the Wavy Lines Mark, unless and until such time as that authority or license is granted;

3. Defendants shall cease all advertising, marketing, offering for sale, sales, and distribution of the Scrub Buddies® non-woven fabrics that use the Wavy Lines Mark, as defined and described in the above-referenced Complaint (hereafter, the “Scrub Buddies® Fabrics”) and any other products bearing the Wavy Lines Mark by July 30, 2015.

4. This Order and injunction shall remain in force and effective until the earlier of: a final disposition of this action; a dismissal of Plaintiff’s claims, by Plaintiff or this Court; or a subsequent order of this Court.

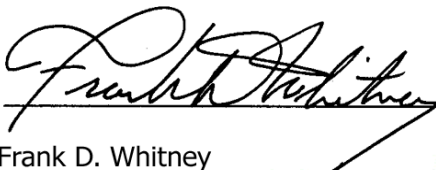
5. This Order shall not alter the obligations of the Parties to preserve information under the Federal Rules of Civil Procedure. This includes the obligation to refrain from destroying documents sufficient to show total inventory, purchase, and sales of goods bearing the Wavy Lines Mark.

6. Defendants waive the posting of security in connection with this injunction.

7. Therefore, for these reasons, Plaintiff’s Motion for a Preliminary Injunction (Doc. No. 2) is DENIED AS MOOT.

AS STIPULATED BY THE PARTIES, IT IS SO ORDERED.

Signed: July 20, 2015


Frank D. Whitney
Chief United States District Judge

